

FRANCHISE DISCLOSURE DOCUMENT



Relive Franchising LLC
a Florida limited liability company
838 SW Federal Highway
Stuart, Florida 34994
(772) 631-7266

This disclosure describes a franchise for the establishment and operation of an area representative business that assists us in developing, operating, selling, and supporting Relive franchises for community medical health centers that specialize in providing various anti-aging options to include Hormone Optimization Therapy, various IV Vitamin infusions, Vitamin booster shots, Ozone Therapy, various Med Spa services, medical aesthetics and other such options that promote a healthy lifestyle (an “AR Business”).

The total investment necessary to begin operation of an AR Business is \$169,700 to \$699,000. This includes between \$150,000 and \$652,000 that must be paid to the franchisor or its affiliate(s). Each AR Business must open at least one franchised Relive Health Center. The estimated total initial investment necessary to begin operations of a franchised Relive Health Center is contained in our FDD for franchised Health Centers.

This disclosure document summarizes certain provisions of your area representative agreement and other information in plain English. Read the disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Margaret Lai, Esq., 838 SW Federal Hwy., Stuart, FL 34994, margaret.lai@relivehealth.com.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your contract carefully. Utilize an advisor, such as an accountant or attorney to assist in the review process.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 29, 2024.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The area representative agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Florida, where the franchisor's principal place of business is located. Out-of-state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
 2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
 3. ~~**Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.~~
 4. ~~**Unregistered Trademarks.** Several of the primary trademarks that you will use in your business are not federally registered. If the franchisor's right to use these trademarks in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.~~
 5. ~~**Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.~~
 - 6.3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the ~~Franchise Agreement,~~franchise agreement even ~~if though~~ your spouse has no ownership interest in the franchise. This ~~Guarantee~~guarantee will place both your and your spouse's marital and personal assets ~~(, perhaps including your house),~~2 at risk if your franchise ~~fails.~~fails.
-
4. ~~**Unopened Franchises.** The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.~~

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

Minnesota	0	1	0
New York	1	0	0
North Carolina	1	1	0
Pennsylvania	1	1	0
South Carolina	1	0	0
Texas	1	1	0
Virginia	1	1	0
TOTAL	12	6	0

NOTES TO TABLES NO. 1 - 4:

- (1) The numbers for 2021-2023 are as of December 31 of each year. States not listed had no AR Business during 2021-2023.
- (2) If multiple events occurred affecting any AR Business, the table shows the event that occurred last in time.
 - If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.
 - No area representatives have signed a confidentiality clause in an AR Agreement, settlement, or other contract within the last three years that would restrict their ability to speak openly about their experience with us.

A list of all current Area Representatives is attached to this Disclosure Document as EXHIBIT “F”, including their names and the addresses and telephone numbers of their outlets as of December 31, 2022. In addition, EXHIBIT “G” lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

We are not aware of any franchisee association regardless of whether they use our marks.

ITEM 21. FINANCIAL STATEMENTS

~~Attached to this Disclosure Documents as Exhibit C are the following financial statements:~~

~~The Our balance sheet as of December 31, 2023, December 31, 2022, and December 31, 2021 and statements of operations and members’ equity, and cash flows for the years ended December 31, 2023, December 31, 2022, and December 31, 2021, all of which have been audited by an independent auditor using generally accepted United States auditing standards, are attached as Exhibit D. Also attached are our unaudited financial statements as of April/June 30, 2024.~~

Our fiscal year end is December 31st.

ITEM 22. **CONTRACTS**

The following agreements are included in this disclosure document:

Exhibit B Area Representative Agreement

The following documents are attached to the AR Agreement as exhibits: Guaranty and Assumption of Obligations.

We also require that you fill out an Acknowledgment Statement before signing the AR Agreement. The Acknowledgment Statement is attached as Exhibit G.

ITEM 23. **RECEIPT**

A receipt in duplicate is attached to the end of the Disclosure Document. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Margaret Lai, Esq., 838 SW Federal Hwy., Stuart, FL 34994, margaret.lai@relivehealth.com.

EXHIBIT C
FINANCIAL STATEMENTS

**THESE FINANCIAL STATEMENTS ARE PREPARED
WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES
OR SELLERS OF FRANCHISES SHOULD BE ADVISED
THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS
AUDITED THESE FIGURES OR EXPRESSED AN
OPINION WITH REGARD TO THE CONTENT OR FORM.**

Relive Franchising LLC
Balance Sheet
As of June 30, 2024

Jan - Jun, 2024

ASSETS

Current Assets

Bank Accounts

10000 Cash

 10010 BOA checking - 0900 709,896.21

 10015 Chase Checking - 0531 291,734.53

Total 10000 Cash **\$ 1,001,630.74**

Total Bank Accounts **\$ 1,001,630.74**

Accounts Receivable

 11000 Accounts Receivable (A/R) 0.00

 11200 AR - PA 125,000.00

 11222 AR - Texas 0.00

Total Accounts Receivable **\$ 125,000.00**

Other Current Assets

11100 Intercompany Loans

Total 11100 Intercompany Loans **\$ 7,981.50**

 11106 Accrued Income 131,872.83

Total Other Current Assets **\$ 139,854.33**

Total Current Assets **\$ 1,266,485.07**

Fixed Assets

13000 Equipment 10,620.00

 13010 Computer Equipment 346,484.70

Total 13000 Equipment **\$ 357,104.70**

 14000 Furniture and Fixtures 88,711.68

 15000 Leasehold Improvement 525,124.46

Total Fixed Assets **\$ 970,940.84**

Other Assets

16000 Other Assets

 16010 Prepaid Expenses - General 163,383.44

 16020 Prepaid Expenses - Insurance 11,987.50

Total 16000 Other Assets **\$ 175,370.94**

18000 Depreciation and Amortization

 18005 Accumulated Depreciation -124,872.00

 18010 Accumulated Amortization -605,754.00

Total 18000 Depreciation and Amortization **-\$ 730,626.00**

Total Other Assets **-\$ 555,255.06**

TOTAL ASSETS **\$ 1,682,170.85**

LIABILITIES AND EQUITY

Liabilities

Current Liabilities	
Credit Cards	
23000 Credit Card	
23005 Amex CC - 82000	17,337.59
Total 23000 Credit Card	\$ 17,337.59
Total Credit Cards	\$ 17,337.59
Other Current Liabilities	
24000 Accrued Expenses	42,435.66
25000 Unearned Licenses	2,404,051.22
25010 Accrued Payroll	24,217.76
25060 Due To Others	750,000.00
27000 Loan Payable	500,000.00
Total Other Current Liabilities	\$ 3,720,704.64
Total Current Liabilities	\$ 3,738,042.23
Total Liabilities	\$ 3,738,042.23
Equity	
30010 Opening Balance Equity	0.00
30100 Paid in Capital	0.00
31000 Member Equity - Dom	
31010 Member Distributions - Dom	0.00
31015 Member Earnings - Dom	-974,867.72
Total 31000 Member Equity - Dom	-\$ 974,867.72
32000 Member Equity - Jerome	
32015 Member Earnings - Jerome	-360,822.72
Total 32000 Member Equity - Jerome	-\$ 360,822.72
32500 Member Equity - Empire	
32515 Member Earnings	-27,974.49
32550 Member Contributions - Empire	0.00
Total 32500 Member Equity - Empire	-\$ 27,974.49
33000 Retained Earnings	0.00
Net Income	-692,206.45
Total Equity	-\$ 2,055,871.38
TOTAL LIABILITIES AND EQUITY	\$ 1,682,170.85

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Relive Franchising LLC

Profit and Loss

January - June, 2024

	Total
Income	
40075 Merchant Fee Income	12,205.78
45002 Supplier Commissions	202,841.54
45005 Royalty Income	591,411.26
45008 Royalty Income - DMV Credit	-21,463.20
45009 Royalty Income - PBG Credit	-8,120.07
Total 45005 Royalty Income	\$ 561,827.99
46000 Area Developer Sales	81,236.02
47011 Franchise Fee	85,000.00
47012 Tech Fee Income	142,097.01
48000 Sponsorship Income	52,765.50
Total Income	\$ 1,137,973.84
Cost of Goods Sold	
50000 Cost of Goods Sold	
51005 Lab Fees	21,822.49
Total 50000 Cost of Goods Sold	\$ 21,822.49
52000 Merchant Fees	1,235.32
54500 Royalties Paid	60,194.58
54550 AR Sales Commissions	47,500.00
54600 Expenses to Collect	111,126.24
54690 Salesforce	
54695 Sales Force Payments	162,546.95
Total 54690 Salesforce	\$ 162,546.95
Total Cost of Goods Sold	\$ 404,425.58
Gross Profit	\$ 733,548.26
Expenses	
61000 Facility Expenses	
61010 Rent	36,000.00
61020 Repairs & Maintenance	262.41
Total 61000 Facility Expenses	\$ 36,262.41
62000 Personnel Expenses	
62001 Management Compensation	
50040 Direct Labor - Esthetician Wages	
50050 Esthetician Development	45,302.19
Total 50040 Direct Labor - Esthetician Wages	\$ 45,302.19
62010 Franchise Sales	35,400.00
62011 Franchise Sales - Commission	8,000.00
Total 62010 Franchise Sales	\$ 43,400.00
62012 Executive Assistant	53,805.41

62015 Franchise Support	80,925.22
62017 Learning Development	42,637.32
62018 Chief Technology Officer	91,343.41
62029 Chief Technology Officer - Bonus	20,000.00
Total 62018 Chief Technology Officer	\$ 111,343.41
62020 Chief Medical Officer	6,000.00
62021 Chief Legal Officer	127,912.10
62023 Legal Reimbursement	-66,000.00
62030 Chief Legal Officer - Bonus	25,000.00
Total 62021 Chief Legal Officer	\$ 86,912.10
62022 Chief Operating Officer	76,747.23
Total 62001 Management Compensation	\$ 547,072.88
62032 Payroll Taxes	44,812.43
62035 Payroll Processing Fees	6,373.93
62040 Insurance - Group Health/Dental	5,839.37
62055 Workers Compensation	8.00
62066 Continuing Education Expense	4,176.72
62070 Background Screening	600.00
62090 Insurance - Prof. Liab./ EPLI	14,385.00
Total 62000 Personnel Expenses	\$ 623,268.33
63000 General Operating Expenses	
63010 Professional Fees - Accounting	64,000.00
63013 Professional Fees - HR	1,157.00
63014 Professional Fees - Bookkeeping	12,000.00
63015 Professional Fees - Legal	64,546.89
63017 Professional Fees - Consulting	6,250.00
63018 Professional Fees - IT	10,666.00
63019 Computer & Software	18,742.96
63021 Software Lease/Support	2,398.50
63055 Office Supplies	3,873.34
63060 Dues & subscriptions	1,420.00
63070 Postage and Delivery	729.60
63080 Telephone/Internet Expense	1,404.22
63085 Uniforms	8,792.52
63105 Cash Over/Short	0.07
63115 Licenses and Permits	12,803.75
63160 Business Meetings	250.00
63170 Conferences and Seminars	65,429.61
Total 63000 General Operating Expenses	\$ 274,464.46
67000 Sales & Marketing	
67001 Salaries - Marketing	9,604.40
67002 Direct Marketing	195,029.35
67018 Promotional Items	989.82
Total 67000 Sales & Marketing	\$ 205,623.57

Total Expenses	\$ 1,139,618.77
Net Operating Income	-\$ 406,070.51
Other Expenses	
80000 Other Misc. General Operating	
80020 Meals	12,168.10
80040 Travel Expense	41,831.90
80075 Other Legal Expenses	93,192.00
Total 80000 Other Misc. General Operating	\$ 147,192.00
80099 Prior Period Audit Adj	32,432.00
81000 Interest & Other Expenses	
81010 Bank Charges	10.00
81060 Taxes - State	6,501.92
81070 Penalties and Settlements	100,000.02
Total 81000 Interest & Other Expenses	\$ 106,511.94
Total Other Expenses	\$ 286,135.94
Net Other Income	-\$ 286,135.94
Net Income	-\$ 692,206.45

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EXHIBIT E
STATE ADDENDA

**STATE ADDENDA ~~AND AMENDMENTS~~ TO AREA REPRESENTATIVE AGREEMENT,
~~SUPPLEMENTAL AGREEMENTS~~
AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES**

BACKGROUND AND PURPOSE

The following modifications are made to the Relive Health Area Representative Franchise Disclosure Document (“FDD” or “Disclosure Document”) issued by Relive Franchising LLC (“we” or “us” or “franchisor”) to franchisee (“you” or “franchisee”) and may supersede, to the extent required by applicable state law, certain portions of the Area Representative Agreement between you and us dated _____, 202__ (the “AR Agreement”). When the term “Supplemental Agreements” is used, it means any area development agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, AR Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the applicable state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, AR Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the AR Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

EXHIBIT G
AREA REPRESENTATIVE ACKNOWLEDGMENT STATEMENT

NOT FOR USE IN MARYLAND.

~~The Franchisee~~**Do not sign this Acknowledgment Statement Exhibit is not to be signed by residents**Statements if you are a resident of Maryland or if the business willis to be locatedoperated in Maryland.~~Maryland franchisees should not sign the acknowledgment.~~

No statement, questionnaire or acknowledgement signed or agreed to by a developer in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Area Representative hereby acknowledges the following:

1. Area Representative has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Area Representative Business. Area Representative further acknowledges that, except as may be set forth in Franchisor’s Disclosure Document, no representations of performance (financial or otherwise) for the Area Representative Business provided for in this Agreement has been made to Area Representative by Franchisor and Area Representative and any and all Principals hereby waive any claim against Franchisor for any business failure Area Representative may experience as an area representative under this Agreement.

Initial

2. Area Representative has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Area Representative and its efforts as an independent business operation.

Initial

3. Area Representative agrees that no claims of success or failure have been made to it or him or her prior to signing this Agreement and that it/she/he understands all the terms and conditions of this Agreement. Area Representative further acknowledges that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally; provided, however, nothing in this Franchise Agreement or in any related agreement is intended to disclaim the representations made to Area Representative in Franchisor’s Franchise Disclosure Document.

Initial

4. Area Representative has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Area Representative acknowledges that no representations or warranties are made or implied,

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Relive Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Relive Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is: Domenic Iacovone (our Founder), Jerome Kern (our Partner), Gina Iacovone (our Chief Executive Officer), Kameron Harris (our Chief of Operations), Margaret Lai, Esq. (our Chief Legal Officer) and Manny Ceara (Franchise Sales). The principal business address and telephone number for these individuals is 838 SW Federal Highway, Stuart, Florida 34994 and (772) 631-7266.

Issuance Date: April 29, 2024.

I received a Disclosure Document dated April 29, 2024, that included the following Exhibits:

- Exhibit A -- List of State Agencies/ Agents for Service of Process
- Exhibit B -- Area Representative Agreement
- Exhibit C -- Financial Statements
- Exhibit D -- Table of Contents of AR Manual
- Exhibit E -- State-Addenda
- Exhibit F -- List of Area Representatives as of December 31, 2023
- Exhibit G -- Area Representative Acknowledgement Statement

Date Received: _____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

~~Please return signed receipt to Relive Franchising LLC
838 SW Federal Highway, Stuart, Florida 34994~~

KEEP FOR YOUR RECORDS

RECEIPT

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DATE: _____

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